

Exhibit 1

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October 13, 2016

BY CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Nutiva, Inc.

c/o John Roulac

Chief Executive Officer & Registered Agent

213 W. Cutting Blvd.

Richmond, CA 94804

Re: Notice of Violations of the California Consumers Legal Remedies Act, the Magnuson Moss Warranty Act, and Breaches of Express and Implied Warranties; Demand to Remedy Violations and Breaches; and Notice of Duty to Preserve Evidence

Dear Mr. Roulac and Whomever Else it May Concern:

Together with the Law Office of Paul K. Joseph, PC, we represent California consumer Shirin Delalat, who purchased Nutiva's Extra Virgin Coconut Oil and Refined Coconut Oil (the "Products") for her own, household use. On behalf of Ms. Delalat, and a class of consumers who purchased the Products, we write to notify Nutiva, Inc. of its violations of the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* and additional breaches of express and implied warranties in connection with its sale of the Products, which were and/or remain deceptively labeled. Finally, we write to notify Nutiva of its duty to preserve relevant evidence.

Nutiva deceptively advertises and markets the Products as healthy, by making at least the following claims on the labels of the Products:

- "A Deliciously Healthy Cooking Oil"
- "Coconut oil is one of the world's most nourishing foods."
- "a nutritious substitute in baking"
- "a 'better-than-butter' replacement" / "better than butter"
- "100% less cholesterol than butter"
- "zero trans fats"
- "Nature's Ideal All-Purpose Oil"
- "Non-Hydrogenated"
- "Organic Superfood"
- "Contains 62% medium chain triglycerides and 50% lauric acid" or "Contains 62% medium chain triglycerides (MCTs) along with lauric and caprylic acids"

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These claims, among others, taken individually and in context of the label as a whole, are false and misleading because the Products contains dangerous amounts of saturated fat, the consumption of which causes morbidity including heart disease and stroke.

Notice of Violation of Cal. Civ. Code §§ 1750 *et seq.*

Pursuant to Cal. Civ. Code § 1782(a), Ms. Delalat hereby notifies Nutiva that its advertising and labeling of the Products violate at least the following provisions of section 1770 of the California Consumers Legal Remedies Act:

- § 1770(a)(5): representing that goods have characteristics, uses, or benefits which they do not have;
- § 1770(a)(7): representing that goods are of a particular standard, quality, or grade if they are of another;
- § 1770(a)(9): advertising goods with intent not to sell them as advertised; and
- § 1770(a)(16): representing the subject of a transaction has been supplied in accordance with a previous representation when it has not.

Ms. Delalat, on behalf of herself, other purchasers of the Products, and the general public, hereby demands that Nutiva correct, repair, replace, or otherwise rectify the Products' advertising and labeling, which are in violation of § 1770. Specifically, Ms. Delalat demands that Nutiva: (1) provide individuals who purchased Nutiva's Extra Virgin Coconut Oil and Refined Coconut Oil refunds if they make a claim after notice; (2) discontinue representing though any words or phrases that the Products are healthy; and (3) engage in a corrective advertising campaign to alert previous purchasers that claims regarding the Products were false or misleading.

If Nutiva does not, within 30 days after receiving this letter, initiate these corrective actions, Ms. Delalat may, on behalf of herself and others, bring claims against Nutiva under the California Consumers Legal Remedies Act for actual and punitive damages.

Notice of Violation of 15 U.S.C. §§ 2301 *et seq.* and additional Breaches of Warranties

In addition, Ms. Delalat further notifies Nutiva that through the labeling statements discussed above, it has breached additional State express and implied warranties. Specifically, through the labeling claims discussed above, Nutiva expressly affirmed and promised that the Products are healthy, and this formed part of the basis of the bargain for these purchases. Nutiva breached these warranties by selling Products that are not healthy or wholesome but rather contain dangerous amounts of saturated fat. To rectify these warranty breaches, Nutiva must refund purchasers of the Products the amounts they spent on the Products.

Notice of Duty to Preserve Evidence

"The duty to preserve evidence is triggered when litigation is pending or reasonably foreseeable, at which time a party is required to preserve all relevant evidence and put into place a litigation hold to preserve relevant documents." *Net-Com Servs. v. Eupen Cable USA*,

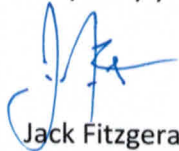
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Inc., 2013 U.S. Dist. LEXIS 109810, at *6-7 (C.D. Cal. Aug. 5, 2013) (citations omitted). Ms. Delalat accordingly notifies Nutiva of its duty to preserve evidence relevant to the potential litigation. Nutiva should preserve all relevant hard copy and electronic documents and information, including without limitation, communications and other documents concerning the Products' manufacture, labeling, packaging, advertising, marketing, distribution, inventory, and sales, currently in Nutiva's possession, custody, or control.

* * *

Absent some reasonable indication that Nutiva intends to remedy the wrongs described herein without delay, Ms. Delalat intends to seek damages under the CLRA and bring claims for breach of warranty.

Very truly yours,

A handwritten signature in blue ink, appearing to read "J. Fitzgerald", is written over the typed name.

Jack Fitzgerald

cc: Paul K. Joseph

